

one-third the number of IPPs in the market,⁸ or the Commission should require an IXC, by contractual arrangement with the LEC, to make available to IPP provider aggregations the same commission level as it pays to the Bell company if the IPP provider aggregation can deliver the presubscribed traffic of at least one-third of the IPP lines in the Bell company's territory.

III. **PUBLIC INTEREST PAYPHONES** (§§ 76-82)

While a number of payphone associations and other parties make constructive suggestions on crafting a public interest payphone mechanism, the RBOC Coalition simply proposes that, once public interest payphone locations have been identified using suitable criteria, the Commission should require the entity that asserts a need for a public interest payphone to pay the cost of installing and maintaining the payphone. Since, in the existing payphone market, parties that want to have payphones are already able to buy and install their own payphones, the RBOC Coalition's recommended "approach" would contribute nothing to solving the "public interest payphone" conundrum. GPCA agrees that strict criteria should be used to ensure that public interest payphones include only those payphones that are needed to serve a public interest purpose, and that will not be provided as a result of the ordinary operation of the market. However, once those criteria have been applied and payphones have been identified, GPCA believes a mechanism such as that suggested by APCC should be used to fund the placement of such payphones.

⁸ Or an analogous limit could be imposed based on actual traffic in terms of minutes or revenue.

IV. **SELF-ENFORCEMENT PROGRAM**

Self-enforcement programs such as those proposed by APCC and the California Payphone Association will enable the Commission to rely on the payphone industry itself to take steps to maximize compliance with FCC regulations. In other areas, the Commission has relied on collective industry mechanisms to address essential tasks, and where appropriate has authorized mandatory collection of the necessary funds to accomplish such tasks. Two recent examples are found in the North American Numbering Plan proceeding and the Unlicensed Personal Communications Service proceeding. In the NANP proceeding, the FCC ruled that it would continue to rely on a private organization to administer the NANP. North American Numbering Plan, CC Docket No. 92-237, Report and Order, FCC 95-283 (released July 13, 1995), ¶ 57. The Commission further ruled that the private NANP administrator would be authorized to collect mandatory contributions from all carriers using telephone numbers in order to recover the costs incurred in administering the NANP. *Id.*, ¶¶ 81-102.

Similarly, in the PCS proceeding, the Commission appointed a private organization, UTAM, to administer the clearing of spectrum newly authorized for use by unlicensed personal communications service devices. UTAM was authorized to collect the funds needed to pay for the clearing of spectrum by imposing a mandatory fee on each user of unlicensed personal communications service devices. Amendment of the Commission's Rules to Establish New Personal Communications Services, Second Report and Order, 8 FCC Rcd 7700, 7738 (1993).

Reply Comments of the Georgia Public Communications Association
July 15, 1996

In each of these cases, the Commission did not require specific statutory authority to authorize the private organization to collect mandatory fees. In the case of NANP, the Commission relied on its general statutory authority over the North American Numbering Plan as authority for designating the administrative organization and for authorizing the collection of a fee.⁹ In the PCS proceeding, the Commission relied on its authority to use frequency coordination assistance from private organizations. 47 U.S.C. § 332(b); see Fourth Memorandum Opinion and Order, 10 FCC Rcd 7955 (1995). That authority does not expressly authorize the mandatory collection of fees. However, the Commission had implicit authority under that provision to authorize the collection of fees by a private organization for a function that involves but is not limited to frequency coordination.

Here, the Commission has broad authority under Section 276 to "establish a per-call compensation plan," and in so doing, the Commission "is not bound to adhere to existing mechanisms or procedures" House Report at 88. Under this provision, based on the foregoing precedents, it is clear that the Commission has authority to authorize a private entity to collect mandatory fees in order to perform responsibilities designated by the Commission, such as monitoring enforcement of TOCSIA rules, and otherwise using the fees collected pursuant to the Commission's authorization.

⁹ Subsequently, in the Telecommunications Act of 1996, the Commission was given specific statutory authority for the recovery of numbering administration costs. 47 U.S.C. § 251(e). However, this express authority did not exist at the time the Commission adopted the NANP order.

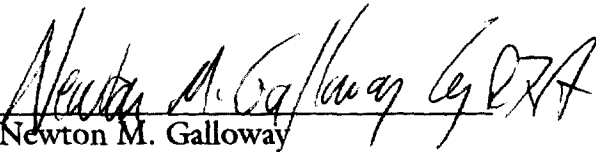
Accordingly, the Commission has the necessary authority under the Communications Act to establish an industry self-enforcement program in conjunction with, and funded through, the compensation plan mandated by Section 276.

CONCLUSION

The Commission should adopt regulations in accordance with the foregoing
reply comments

July 15, 1996

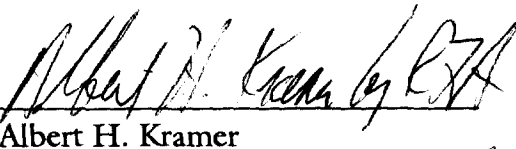
Respectfully submitted,



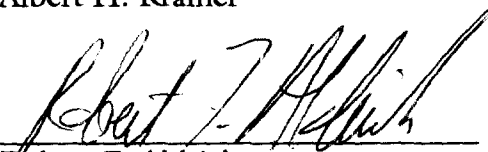
Newton M. Galloway

113 Concord Street
Zebulon, GA 30295
(706) 567-3080

Attorney for the Georgia Public
Communications Association



Albert H. Kramer



Robert F. Aldrich
DICKSTEIN, SHAPIRO, MORIN
& OSHINSKY L.L.P.
2101 L Street, N.W.
Washington, D.C. 20037-1526
(202) 828-2226

Special Attorneys for Georgia Public
Communications Association

ATTACHMENT 1

Location Location Location

EARN
THREE TIMES
THREE TIMES
LOCATIONS

...to some other company. And what you'll get for your money is what it's worth. As we see it at Ameritech Information Industry Services, you don't need to. All you need is new Ameritech ProfitMaster™ service for each of your locations. It lets you easily expand and grow your business, with the high performance that you're looking for you at more payphone locations.

ProfitMaster lets you keep the costs, while keeping the flexibility and control you want. You'll also be able to handle requests, raise call completion ratios, more efficiently manage your funds. And, ProfitMaster offers all the features we know you like, without the capital costs you understandably dislike.

ProfitMaster might just make it three times as easy for you to make money. So, what do you like the way those numbers add up?

1-800-230-0710



YOUR LINK TO BETTER COMMUNICATION
Reader Service No. 16

ATTACHMENT 2



Account Inquiry and Customer Service

5500 Corporate Drive
Pittsburgh, PA 15237-5848

May 24, 1996

Crescent Public Communications
7 Mayflower Place
Floral Park, NY 11001

Dear Customer

This letter states AT&T's position relating to foreign incollect calls billed to a COCOT line, and responsibility for those calls. AT&T's position is as follows:

Payphones in the 8000-9999 line number series will be held harmless from foreign incollect fraud. Those payphone owners with numbers outside this range will be held accountable for foreign incollects to those numbers. The use of the 8000-9999 series is the manner in which virtually all LEC payphones have been identified for decades. Several years ago the industry reached consensus on the use of renumbering of all payphones into this series as an effective deterrent to foreign incollect fraud.

Because we now have agreement within the industry for protecting owners from liability on foreign incollects to payphones, the owners need to move any payphones not in the 8000-9999 series, into them now. By moving their phones, this acts to control foreign incollect fraud, but should a call be billed to a phone in the 8000-9999 series, the customer will not be liable for it. However, if the owner refuses to migrate their payphones into the 8000-9999 series, then they will not have taken all possible steps to prevent fraud from occurring, and will be held responsible for the charges that occur.

It is up to you, the customer, to talk to your local service provider about moving any lines not in the 8000-9999 series into them as soon as possible. You should advise the local provider that you are requesting to move your line numbers for the prevention of foreign incollect fraud.

Should you have any questions on this matter, you can contact me at 1-800-722-6106.

Sincerely,

A handwritten signature in cursive script that reads "Sharon L. Smith".

Sharon L. Smith
Business Inquiry Representative
Recourse Department

ATTACHMENT 3

(To meet applicable page limitations, only the first page of the Exhibit to this Attachment is included. The additional pages are available on request.)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In Re:

AUTOMATED TELECOM
TECHNOLOGY, INC., dba
A-TEL, INC.
Fed. I. D. No. 84-1164603,

CASE NO. 95-23507 SBB
Chapter 11

Debtor.

**OBJECTION TO DEBTOR'S MOTION TO ASSIGN NON-RESIDENTIAL
REAL PROPERTY LEASES FOR PHONE SITES; TO ENTER INTO
MAINTENANCE AGREEMENT FOR 11 PHONE SITES IN ARIZONA; TO
SELL CERTAIN REAL PROPERTY FREE AND CLEAR OF LIENS,
ENCUMBRANCES AND CLAIMS; AND TO REJECT CERTAIN NON-
RESIDENTIAL PHONE SITE LEASES HERETOFORE ASSUMED BY THE
DEBTOR.**

COMES NOW, U S West Communications, Inc., a Creditor herein, by and through its attorney, Douglass B. Auer, and objects to Debtor's Motion for the following reasons:


1. That the Debtor filed its Chapter 11 proceeding on December 28, 1995, and filed this referenced Motion on or about April 26, 1996.
2. That according to the Motion, the Debtor has entered into several contracts with certain entities to sell or assign assets of its Estate subject to Court approval.
3. That pursuant to the terms of the Debtor's contract with Cherokee Communication, Inc. (hereinafter referred to as "Cherokee"), ninety-four (94) pay telephone sites leased by the Debtor are to be assigned to Cherokee for the sum of \$133,500.00, or approximately \$1,420.21 per site.
4. That Exhibit A, attached to the Cherokee contract in the Debtor's Motion, listing the 94 sites, indicates each site has a significant amount of time remaining on each lease and none of the leases expires before 1998; that each of the sites shows a favorable cash flow average; and the leases appear to be in favorable locations.
5. That this Creditor objects to the proposed sale of these lease sites of the Debtor because these sites are undervalued and the Debtor's Estate will be adversely affected to the prejudice of all unsecured creditors.
6. That a standard market valuation clearly indicates the sale price for which the Debtor seeks Court approval is definitely disadvantageous to the Debtor's Estate and the unsecured Creditors.
7. That attached hereto is a proposal by U S West Communications, Inc., Public Services Division, to purchase the same assets pursuant to substantially the same terms and conditions at the price of \$152,000.00, or the sum of \$ 1,617.02 per telephone site.
8. That U S West Communications, Inc., Public Services Division, agrees to enter into a contract substantially the same as the one between the Debtor and Cherokee; and that it is

in the best interest of the Estate to enter into such a contract because it would provide more money to the Estate.

WHEREFORE, U S West Communications, Inc., a creditor herein, prays that the Court deny Debtor's Motion with respect to the New Mexico assets and the proposed contract with Cherokee Communications, Inc., and that the Court authorize the Debtor to enter into a contract with U S West Communications, Inc., Public Services Division; and for such other and further relief as the Court deems just and proper.

DATED this 28th day of May, 1996.

Respectfully submitted,


DOUGLASS B. AUER #739
Attorney for U S West
Communications, Inc.
1600 Broadway, Suite 2350
Denver, Colorado 80202-4923
(303) 832-1010

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing OBJECTION TO DEBTOR'S MOTION TO ASSIGN NON-RESIDENTIAL REAL PROPERTY LEASES FOR PHONE SITES; TO ENTER INTO MAINTENANCE AGREEMENT FOR 11 PHONE SITES IN ARIZONA; TO SELL CERTAIN REAL PROPERTY FREE AND CLEAR OF LIENS, ENCUMBRANCES AND CLAIMS; AND TO REJECT CERTAIN NON-RESIDENTIAL PHONE SITE LEASES HERETOFORE ASSUMED BY THE DEBTOR was placed in the U.S. Mail, postage prepaid, this 28th day of May, 1996, addressed to:

Michael E. Katch, Esq.
Katch, Sender & Wasserman
1999 Broadway, Suite 2305
Denver, CO 80202

U.S. Trustee
721 19th Street
Room 408
Denver, CO 80202

Justin & Isabella Lana
c/o Justin Lana
P. O. Box 252
Franktown, CO 80116

B. J. & Flora Andrus
4790 Easley Road
Golden, CO 80403

Jane Saul
c/o Max Saul
15352 E. Milan Dr.
Aurora, CO 80013

Alexandra McIntyre
P. O. Box 783
Tiburon, CA 94920

R. L. Cleveland
P. O. Box 1229
Silverthorne, CO 80498

Gary Lockhart
155 W. Loma Circle
Castle Rock, CO 80104

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:

AUTOMATED TELECOM TECHNOLOGY, INC.
d/b/a A-TEL, INC.,
Fed. I.D. #84-1164603,

Debtor.

Case No. 95-23507 SBB
Chapter 11

**ENDORSEMENT OF WITNESSES AND EXHIBITS
FOR HEARING SET FOR JULY 11, 1996, AT 1:30 P.M.**

COMES NOW U S West Communications, Inc., by and through its attorney, Douglass B. Auer, and pursuant to the Court's Order endorses witnesses and exhibits for hearing set for July 11, 1996, at 1:30 p.m. as follows:

WITNESSES

This Creditor does not anticipate presenting any witnesses.

EXHIBITS

This Creditor will submit a copy of the proposed Contract as attached.

DATED: July 8, 1996.

Respectfully submitted,



DOUGLASS B. AUER #739
Attorney for U S West Communications, Inc.
1600 Broadway, Suite 2350
Denver, Colorado 80202-4023
(303) 832-1010

CERTIFICATE OF MAILING

The undersigned certifies that a true and correct copy of the foregoing Endorsement of Witnesses and Exhibits for Hearing Set for July 11, 1996, at 1:30 p.m. was deposited in the U. S. Mail, first class, postage prepaid, this 8th day of July, 1996, addressed to:

Michael E. Katch, Esq.
Katch, Sender & Wasserman
1999 Broadway, Suite 2305
Denver, CO 80202

U.S. Trustee
721 19th Street
Room 408
Denver, CO 80202

Justin & Isabella Lana
c/o Justin Lana
P. O. Box 252
Franktown, CO 80116

B. J. & Flora Andrus
4790 Easley Road
Golden, CO 80405

ASSETS PURCHASE AGREEMENT

This Agreement is entered into this ____ day of July, 1996, between AUTOMATED TELECOM TECHNOLOGY, INC., a Colorado corporation (hereinafter referred to as "Seller") and U S WEST COMMUNICATIONS, INC., PUBLIC SERVICES DIVISION, a Colorado corporation (hereinafter referred to as "Buyer").

WHEREAS, Seller operates a coin phone business in Colorado and New Mexico; and

WHEREAS, Buyer desires to purchase substantially all of the pay phones and pay phone assets of said business, in New Mexico, and Seller desires to sell the same, all on the terms and conditions set forth below;

NOW, THEREFORE, the parties agree as follows:

1. Purchase and Delivery of Assets

A. Buyer agrees to purchase, and Seller agrees to sell, the following assets:

- i. Seller's inventory of enclosures, installations, location agreements, and associated equipment installed at various locations pursuant to contracts with the owners of such locations more particularly described on Exhibit "A" attached hereto and incorporated herein;
- ii. Seller's contracts with the owners regarding installation and operation of coin telephones more particularly described on Exhibit "A" attached hereto and incorporated herein; and
- iii. Seller's agreement not to compete as referenced in 3.F. herein.

B. This Sale excludes Seller's coin on hand or on deposit, its accounts receivable, accounts payable, Seller's unpurchased inventory, and the actual telephones at each location listed in Exhibit "A."

2. Purchase Price and Payment Terms

A. The total purchase price of the assets purchased hereunder is:

- i. The sum of \$10,000.00 as a deposit payable at the time of the execution of this agreement by all parties hereto, said sum to be held in the Trust Account of Robert M. Dutch, Attorney for Seller, to be released to the Seller at Closing.
- ii. The sum of \$137,000.00 payable at Closing.
- iii. The sum of \$5,000.00 payable ninety (90) days after the date of Closing adjusted as hereinafter provided.

B. An adjustment shall be made to the final payment of \$5,000.00 required to offset any losses to Buyer as a result of any unpaid bills, commissions, cancelled location agreements, or misrepresentations by the Seller to the Buyer.

C. The \$5,000.00 will be held in the form of a signature note due ninety (90) days after Closing.

Creditor U S West Communications, Inc.'s Exhibit 1

- D. ~~Buyer shall make best effort to return all coin telephones, enclosures and associated equipment to locations shown on Exhibit "A" within 3 months after Closing to Seller's address in Colorado Springs. Seller warrants all phones listed in Exhibit "A" are in good working order. Buyer will deliver above items to Seller but the Buyer does not warrant that returned phones will work.~~

LISTS
PARTS

3. Representations, Covenants and Warranties of the Parties

Seller represents and warrants, and covenants to Buyer the following facts, with the knowledge that Buyer is purchasing Seller's assets in full reliance thereon:

- A. That Seller is a corporation duly organized and existing under the laws of the State of Colorado, and has by proper proceedings duly authorized the execution of this Agreement and the consummation of all transactions called for herein.
- B. That Seller has good and marketable title to the assets being sold to Buyer herein, and will convey the same to Buyer free and clear of all liens and encumbrances. Seller shall defend any claim against such title at its sole expense.
- C. That Seller is the sole owner of the assets being sold with full right and authority to sell or dispose of it as the Seller may choose and no other person or persons whatsoever have any claim, right, title, interest, or lien in, to or on the business.
- D. That between ~~the date~~ of this Agreement and the Closing date, Seller will operate and maintain its business in the usual course, will take no action out of the ordinary and will specifically refrain from disposing of any assets.
- E. That to the best of Seller's knowledge, it has complied with all applicable laws, rules, and regulations of the city, county, state, and federal governments.
- F. From and after the Closing hereunder until five (5) years from the date of Closing hereunder, Seller covenants with Buyer that it and its officers and current employees will not engage within the State of New Mexico in the coin telephone business, either through ownership or marketing representations.
- G. Seller has not received any contract termination notice, either written or verbal, on any asset being purchased by Buyer.

Buyer represents and warrants to Seller the following facts, with the knowledge that Seller is selling Seller's assets in full reliance thereon:

- A. That Buyer is a corporation duly organized and existing under the laws of the State of Colorado, and is duly authorized to execute this Agreement and consummate all transactions required herein.
- B. That this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms.

4. NO COMPLIANCE WITH
BULK SALES LAW CO.

4. Seller's Indemnity

Seller shall indemnify and hold Buyer harmless from any and all claims, losses, damages, injuries and liabilities arising from or on account of Seller's operation of the business or Seller's ownership of any of the assets of the business that are the subject of this Agreement.

5. Buyer's Indemnity

Buyer shall indemnify and hold Seller, its officers and employees, harmless from and against any and all claims, losses, damages, injuries and liabilities arising from or in connection with the operation of the assets and business that are the subject of this Agreement after the consummation of the purchase and sale described in this Agreement. Buyer shall assume all liability under all site contracts from date of Closing, which are transferred to it hereunder and Buyer's indemnity is intended to include such assumption.

6. No Representations

Buyer agrees with and represents to Seller that the assets of the business and the financial records of the business ~~have not been~~ inspected by the Buyer or its agents, and that the assets purchased by the Buyer are not as a result of any inspection and not as a result of any representation made by Seller or any agent of the Seller that are not incorporated into this Agreement.

7. Closing and Risk of Loss

A. ~~The Closing shall take place within five days after approval of this Agreement by the United States Bankruptcy Court for the District of Colorado. All payments due to be made and documents to be delivered shall occur at that time and place. Seller shall deliver to Buyer documents sufficient to transfer the assets to Buyer as contemplated by this Agreement; Buyer shall deliver to Seller the purchase price less deposit and the promissory note due ninety (90) days from Closing and the documents required by this Agreement. The Seller shall deliver all keys and original location agreements to the locations listed in Exhibit A.~~

B. The risk of loss to any of the assets being purchased shall remain with Seller until the time of Closing, and the parties shall have the option to either cancel this Agreement without further obligation or to negotiate a pro rata reduction in the purchase price of the assets in the event of any material loss, destruction, or damage to the assets by reason of fire or other casualty prior to Closing.

8. Prorations

Any prorations between Seller and Buyer shall be based upon a 365-day year as of 12:01 a.m. Mountain Standard Time on the day of Closing and there shall be a proration for all personal property taxes levied or assessed against any of the assets of the business subject to this Agreement for the current tax year based on the amount shown on the latest available tax bill for the assets, whether the bill be for the current tax year or the preceding tax year.

9. Conduct of Business

Pending the Closing, Seller shall continue to operate the business in the same manner as it has been operated by Seller in the past, with no exceptions.

10. Expenses and Absence of Commissions

Buyer and Seller each agree to bear their own legal, accounting, and other expenses in connection with the preparation and consummation of this Agreement. Said parties also acknowledge and warrant to the other that neither has incurred any liability for commissions, finder's fees, or similar claims in connection with this transaction.

11. Benefit of Agreement

The terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. Notices

All notices, demands, or other communications given under this Agreement shall be in writing, and shall be either hand-delivered, or mailed postage prepaid, to the parties at the addresses shown below. Either party may, by written notice to the other, change the place to which all further notices to said party shall be sent.

If to Seller: AUTOMATED TELECOM TECHNOLOGY, INC.
Kirk VanDerbur, President
2291-A Waynoka Road
Colorado Springs, Colorado 80915

If to Buyer: U S WEST COMMUNICATIONS, INC.
Public Services Division
Attention: Kendall Hyatt
1600 7th Avenue, Room 2606
Seattle, Washington 98191

13. Nature and Survival of Representations

All agreements, representations, warranties and covenants made by Seller herein, or pursuant hereto, including, but not limited to, all statements contained in any certificate or other instrument delivered by any party hereto pursuant to this Agreement or in connection with the transactions contemplated hereby shall survive the Closing.

14. Costs

In the event of any dispute relating to or arising from this Agreement, the parties hereto agree that the assets being sold hereunder are, as of the date of execution of this Agreement, those of the Bankruptcy Estate of Seller and all disputes will be subject to the jurisdiction of the United States Bankruptcy Court for the District of Colorado and the parties hereto consent to such jurisdiction. Further, in the event of any litigation, the prevailing party, in addition to any other damages recovered, shall be entitled to recover its reasonable attorney's fees and costs incurred.

15. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

16. Bankruptcy Court Approval

The parties hereto acknowledge that Seller is a Debtor and Debtor-in-Possession in a pending Chapter 11 proceeding in the United States Bankruptcy Court for the District of Colorado, and the personal property being sold hereunder is an asset of the Seller's Bankruptcy Estate and Seller must seek and obtain from the Bankruptcy Court appropriate Orders approving the sale and assignments contemplated by this Agreement. Upon execution of this Agreement, Seller shall, within three (3) working days, file (1) a Motion for Authority to Sell Personal Property Free and Clear of Liens, Claims and Encumbrances and (2) a Motion for Approval of the Assignment of Executory Agreements. Seller makes no warranty or representation that it can obtain such Orders. In the event Seller, after seeking such Orders, cannot, for any reason, obtain such Orders, then this Agreement shall be null and void and of no force and effect whatsoever and all deposits shall be returned to Buyer within five (5) working days. If such Orders are obtained, all documents executed by Seller shall reflect such Orders and Seller will make no further representations or warranties which survive consummation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

AUTOMATED TELECOM TECHNOLOGY, INC.,
a Colorado corporation

By: _____
Kirk VanDerbur, President

U S WEST COMMUNICATIONS, INC.
PUBLIC SERVICES DIVISION

By: _____
Kendall Hyatt

The following signatures are those of individuals who individually agree to be bound by the non-competition provision of paragraph 3.F. and that the following are all of the Seller's officers and current employees:

_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX TO
REPLY COMMENTS OF
GEORGIA PUBLIC COMMUNICATIONS ASSOCIATION
CC DOCKET NO. 96-128
JULY 15, 1996

EXAMPLES OF RECENT IPP PROVIDER COMPLAINTS
REGARDING PRACTICES OF BELL COMPANIES AND OTHER LECS

A

PACIFIC AND NEVADA BELL

NEVADA BELL.

A Pacific Telephone Company

P.O. Box 11010
Reno, Nevada 89520
(702) 688-7000William L. (Bill) Singer
Account Manager
Industry Markets**February 20, 1996****Sandra Eddy
Operations Manager
Golden Telephone Inc.
3675 West Harmon Ave.
Las Vegas, Nevada 89103****Dear Sandy,****As a follow up to our last meeting regarding COPTS / LOA procedures, Nevada Bell has implemented the following steps:**

- 1. COG receives LOA from COPTS vendor.**
- 2. COG notifies Nevada Bell Public Services. Should the vendor who holds the LOA, wish to pursue the buy-out information, COG will notify Nevada Bell Public Services. It will be corporate policy to provide specific buy-out information (REVENUE GENERATION) to the customer of record only. This exchange of information will be provided by Dave Ward (Account Executive, Nevada Bell) in a timely manner.**
- 3. Nevada Bell Public Services will send contract and buy-out information to the Nevada Bell customer of record and to the COG unit (excluding revenue generation) who will in turn forward the information to the COPT vendor.**
- 4. If there isn't a signed contract, Nevada Bell Public Services will notify customer of record and the Nevada Bell COG unit who will in turn notify the holder of the LOA.**
- 5. Once Nevada Bell receives a check for the buy-out amount, Nevada Bell Public Services will coordinate the Disconnect / New Connect with the Nevada Bell COG unit to insure the customer is not without service.**

If you have any questions please do not hesitate to contact me. I can be reached on (702) 688-7000.

Sincerely,

Bill Singer

SOUTHWESTERN BELL

February 5, 1996

Kansas Corporation Commission
1500 S.W. Arrowhead
Topeka, KS 66604-4027

Formal Complaint

Re: Mrs. Presley, 621 W. 21st St, Wichita, KS 67208 (316)264-3261

Pay Phone Concepts, Inc. (PPC) requests relief from Southwestern Bell Telephone Co. Public Coin (SWBPC).

- Nov. 29, 1995 PPC Rep. Bob Pierce in Wichita locates owner of Property where existing SWB payphones 316-262-9343 and 316-262-9227 are located (621 W. 21st) Wichita, KS. This is done via County Register. Bob proceeds to visit Mrs. Rose Presley at her home at 2111 N. Arkansas St. in Wichita. Bob discussed with Mrs. Presley the options available with reference to the 2 payphones on her property. Mrs. Presley informed Bob that the property was hers and the phones were on her property. She had no contract with SWB (the existing provider) and was not receiving any commissions or compensations for them being on her property. Bob let it be known to Mrs. Presley that PPC would like to provide the payphones for her property and that PPC would fairly compensate her for that partnership. Mrs. Presley agreed to this arrangement and signed the Letter of Authorization (LOA) thus allowing PPC to become the provider for the payphones at her location at 621 W. 21st. (Copy of LOA enclosed, original in our file.) In addition to the LOA, Mrs. Presley was so intent on PPC providing the payphones for her location that she also signed a (letter) to inform SWBPC in San Antonio, TX of her intentions. (Copy of letter enclosed, SWB has original which they received certified Us Mail 12/13/95, copy of which is enclosed) This letter and the LOA clearly state that Mrs. Presley is the owner of said property and should be afforded the right to control what is on her property.
- Nov. 30, 1995 PPC faxed LOA and Request for service (order) into the Vender Resource Group (VRG) in Dallas. (Copy of order and Fax transmission confirmation are enclosed, original on file)
- Dec. 5, 1995 on or about, VRG called to inform PPC that their is a contract on one of the payphones in question for a Martenize to the year 2000. VRG would therefore not work any part of our Order and informed PPC it would need to have Mrs. Presley contact SWBPC for further details. VRG would not divulge any further information nor would it act as a mediator for our cause.

Jan. 30, 1996

Kansas Corporation Commission
1500 S.W. Arrowhead
Topeka, KS 66604-4027

Formal Complaint

RE: Ole' Fred's Place 8814 E. Boundary Rd., Mt. Hope, KS 67108 (316)445-2303

Pay Phone Concepts, INC. (PPC) requests relief from Southwestern Bell Telephone Co.
Public Coin (SWBPC).

- May 2, 1995 LOA signed by tenant (copy enclosed, original in our file).
- May 5, 1995 Faxed order in to VRG (copy enclosed, original in our file).
- May 12, 1995 VRG calls and says they (SWBPC) has a contract till 10/96 and a buy out would be \$900.00. Lillian makes a call to SWBPC and wants to get this corrected. They said she has to take over the existing contract. SWBPC is sending a copy (copy enclosed) showing Cederview Bait Shop and Gilbert Crain signed.
- May 26, 1995 Lillian received a copy of agreement. Talks to Diana Davis and gets no results except they want her to sign a new contract.
- June 20, 1995 Lillian signed a 30 day notice (copy enclosed) and sent it on June 22 as she has been unable to get cooperation from SWBPC to allow her to do what she wants with the payphones on her property.
- June 29, 1995 SWBPC receives Lillian's 30 day letter but says contract passes to new owner. Nothing in contract that says this.
- July 7, 1995 Lillian receives commission checks. PPC tells her not to sign or cash them as this will probably acknowledge previous contract and acceptance of those terms.
- Location Tenant, Ole' Fred's Place (Lillian Pike) wishes for relief from this unbelievable circumstance they find themselves in. (Lease a facility and not be able to control its' contents.)